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tract. *Smith & Marsh v. Northern Neck Mut. Fire Ass'n*, 70 S. E. 482 (Va.).

It has been frequently held that the obligation of a contract is not impaired by a statute affecting only the remedy allowed, provided that an adequate remedy remain. *Swan v. Mutual Reserve Fund Life Ass'n*, 155 N. Y. 9. See *Sturges v. Crowninshield*, 4 Wheat. (U. S.) 122, 200. Statutes of limitation commonly limit the time within which litigants in a particular jurisdiction must sue on their claims, so merely go to the remedy. *Townsend v. Jenison*, 9 How. (U. S.) 407. Yet where the contract itself provides a time within which suit must be brought, such a provision must necessarily be substantive, and not concerned merely with the mode of procedure which a particular sovereign will allow. Cf. *The Harrisburg*, 119 U. S. 199. Thus in the principal case technically the substance of the contract, not merely the remedy, is affected. Yet, in laying down the rule that the remedy may be changed without impairment of the contract, courts are probably not limiting the use of the word "remedy" to its strict sense, but are referring to the general procedure on the contract as distinguished from its gist. See *Curtis v. Whitney*, 13 Wall. (U. S.) 68.

CONSTITUTIONAL LAW — PERSONAL RIGHTS — INVOLUNTARY SERVITUDE. — A North Carolina statute provided that any person who, with intent to defraud, obtained money upon an agreement to work, and failed to complete the work according to the contract, without a lawful excuse, should be guilty of a misdemeanor. This was amended by a provision that the failure to comply with such an agreement should be presumptive evidence of the intent to defraud when the agreement was made, subject to rebuttal. *Held*, that the amendment violates the Due Process clause of the federal Constitution. *State v. Griffin*, 70 S. E. 292 (N. C.).

The principal case, though holding the statute unconstitutional under the Fourteenth Amendment, is based on the opinion accompanying a recent decision of the Supreme Court which held a similar statute bad under the Thirteenth Amendment. *Bailey v. Alabama*, 31 Sup. Ct. Rep. 145. For a discussion of the principles involved in that case, see 24 HARV. L. REV. 391.

CONSTITUTIONAL LAW — PERSONAL RIGHTS — WHETHER CORPORATIONS ARE ENTITLED TO PRIVILEGE AGAINST SELF-INCRIMINATION. — A *subpoena duces tecum* was issued out of a federal court addressed to a New York corporation to compel it to bring its books and papers before a grand jury, which was investigating certain alleged violations of the customs laws of the United States by the corporation. The corporation resisted the *subpoena* on the ground that it compelled it to incriminate itself in violation of the Fifth Amendment of the Constitution of the United States. *Held*, that the corporation must obey the *subpoena*. *In re Borun Hat Co.*, 184 Fed. 506 (Circ. Ct., S. D. N. Y.).

A corporation is not a "citizen" within the meaning of Art. IV, § 2, of the Constitution. *Paul v. Virginia*, 8 Wall. (U. S.) 168. But corporations are entitled to all privileges given by the Constitution which are appropriate. Thus they are protected by the Fourteenth Amendment and the last two clauses of the Fifth Amendment from being improperly deprived of property. *Monongahela Navigation Co. v. United States*, 148 U. S. 312, 325, 336. See *Sinking-Fund Cases*, 99 U. S. 700, 718; *Santa Clara County v. Southern Pacific R. Co.*, 118 U. S. 394. Although the statement in the principal case that corporations are not within the Fifth Amendment seems therefore too broad, the Supreme Court have announced their opinion, though entirely *obiter*, that corporations are not within the clause against self-incrimination. See *Hale v. Henkel*, 201 U. S. 43, 74. As regards oral testimony, this clause may well be inapplicable to corporations, since an agent cannot refuse to testify on the

ground of incriminating his principal, even though it is a corporation. *Gibbons v. Waterloo Bridge Co.*, 5 Price, 491; *U. S. Express Co. v. Henderson*, 69 Ia. 40. But compelling the production of incriminating documents may violate the Fifth Amendment. *Boyd v. United States*, 116 U. S. 616. See COOLEY, CONSTITUTIONAL LIMITATIONS, 7 ed., 431, note. Therefore, if the production of documents can be a corporate act, there seems to be no reason, in its nature, why the privilege against self-incrimination must not be extended to corporations. *Logan v. Pennsylvania R. Co.*, 132 Pa. St. 403; *Davies v. Lincoln Nat. Bank*, 4 N. Y. Supp. 373. See *In re Pacific Railway Commission*, 32 Fed. 241, 250, 261, 267. It is submitted that the United States has no greater inquisitorial power over a state corporation than over a natural person. See dissenting opinion of Brewer, J., in *Hale v. Henkel, supra*, at p. 86.

CONSTRUCTIVE TRUSTS — MISCONDUCT BY NON-FIDUCIARIES — OBLIGATION OF PURPORTED AGENT AS TO FRAUDULENTLY ACQUIRED PROPERTY. — The plaintiff, pretending to act in behalf of the defendant, who held a deed of land under invalid tax proceedings, fraudulently procured a conveyance to himself from X, the legal owner, and brought this action to settle the title. Held, that the plaintiff being constructive trustee for the defendant cannot assert the legal title against him. *Robertson v. Board of Commissioners*, 113 Pac. 413 (Kan.).

Since this proceeding is in equity the shortest ground for decision of the case would be that one who comes into equity must come with clean hands, but the court proceeded to impose a constructive trust in favor of the defendant. Clearly such a trust should be imposed wherever the defendant is equitably entitled to the land, as, for example, where a prior defective deed had been executed to him, thus avoiding further litigation. *Rollins v. Mitchell*, 52 Minn. 41. And where a person fraudulently intercepts a gift intended for another by promising to hand it over if it is left to him, equity will impose a trust in favor of the intended legatee. See 20 HARV. L. REV. 403. But in the main case the defendant has no claim legal or equitable to the land as against the original owner, since his claim rests on invalid tax proceedings, and hence no trust should be imposed in his behalf. *Rogers v. Simmons*, 55 Ill. 76. Since the *cestui* would be subject to all prior equities against the property, such a trust would be subject to rescission by the grantor for fraud, and therefore the defendant is not in the last analysis equitably entitled to the property.

CORPORATIONS — DISTINCTION BETWEEN CORPORATION AND ITS MEMBERS — DISREGARDING CORPORATE FICTION IN ENFORCING COMMODITIES CLAUSE. — The Commodities clause of the Hepburn Act provides that "it shall be unlawful for any railroad company to transport from any state . . . to any other state . . . any article . . . manufactured, mined or produced by it, or under its authority, or which it may own in whole or in part, or in which it may have any interest direct or indirect . . ." A bill was brought to enjoin the defendant from transporting coal of a corporation whose stock the defendant owned, the bill alleging that the coal company was a mere instrumentality of the defendant. Held, that the defendant can be enjoined. *United States v. Lehigh Valley R. Co.*, 31 Sup. Ct. Rep. 387.

In proceedings originally brought against the defendant the complaint merely alleged that the defendant owned stock in the coal company whose goods it was transporting. This was held not to violate the statute, the court interpreting the "interest direct or indirect," which a carrier was forbidden to have in the transported goods to mean only a legal or equitable interest. *United States v. Delaware & Hudson Co.*, 213 U. S. 366. In the present amended complaint it was further alleged that the defendant was merely using the coal company as an instrumentality to evade the law. It is within the jurisdiction of equity to